

4B

PRODUCER'S CODE <b>31 559 229</b>	NAME AND LOCATION <b>March &amp; Delmonico</b>	PREVIOUS POLICY NUMBER <b>NEW</b>	POLICY NUMBER AND DATE <b>XLX-148 14 92</b>				
BRANCH							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">A</td> <td style="width: 40%;">           COVERAGE PROVIDED 01 FIREMAN'S FUND            IN COMPANY DESIGN 18 THE AMERICAN            NATED BY NUMBER 07 NATIONAL SURETY         </td> <td style="width: 50%; text-align: center;"> <div style="font-size: 2em; font-weight: bold; margin: 0;">R/I</div> <div style="margin-top: 10px;">AUG 14 1931</div> </td> </tr> </table>				A	COVERAGE PROVIDED 01 FIREMAN'S FUND IN COMPANY DESIGN 18 THE AMERICAN NATED BY NUMBER 07 NATIONAL SURETY	<div style="font-size: 2em; font-weight: bold; margin: 0;">R/I</div> <div style="margin-top: 10px;">AUG 14 1931</div>	
A	COVERAGE PROVIDED 01 FIREMAN'S FUND IN COMPANY DESIGN 18 THE AMERICAN NATED BY NUMBER 07 NATIONAL SURETY	<div style="font-size: 2em; font-weight: bold; margin: 0;">R/I</div> <div style="margin-top: 10px;">AUG 14 1931</div>					
ITEM 1. INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE) <b>H. A. Green &amp; Co.</b> <b>1114 Ave. of the Americas</b> <b>New York, N.Y. 10036</b>							
POLICY PERIOD: <b>6/30/31</b> <b>6/30/32</b>							
ITEM 2. INCEPTION (MO. DAY YR.) 12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.		AGENT PLEASE SHOW RATE OF COMMISSION.      COMM.					
ITEM 3. LIMIT OF LIABILITY: <table style="width: 100%;"> <tr> <td style="width: 50%;">\$ <b>7,000,000</b></td> <td style="width: 50%;">EACH OCCURRENCE <b>2/0 50,000,000</b></td> </tr> <tr> <td>\$ <b>7,000,000</b></td> <td>AGGREGATE</td> </tr> </table>				\$ <b>7,000,000</b>	EACH OCCURRENCE <b>2/0 50,000,000</b>	\$ <b>7,000,000</b>	AGGREGATE
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ITEM 4. UNDERLYING INSURANCE LIMIT OF LIABILITY <table style="width: 100%;"> <tr> <td style="width: 50%;">\$ <b>200,000,000</b></td> <td style="width: 50%;">EACH OCCURRENCE</td> </tr> <tr> <td>\$ <b>200,000,000</b></td> <td>AGGREGATE</td> </tr> </table>				\$ <b>200,000,000</b>	EACH OCCURRENCE	\$ <b>200,000,000</b>	AGGREGATE
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ITEM 5. PREMIUM BASIS <b>\$ Flat</b>		ITEM 6. ADVANCE PREMIUM: \$ <b>3,500</b> ANNUAL MINIMUM PREMIUM: \$ <b>3,500</b>					
THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN \$ AS THE POLICY MINIMUM PREMIUM.							
ITEM 7. SCHEDULE OF UNDERLYING INSURANCE: <div style="text-align: center; margin-top: 20px;"><b>See end of A1</b></div>							

### FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

#### INSURING AGREEMENTS:

**1. Coverage.** To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

**2. Limit of Liability.** The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereon or on account of occurrences during this policy period, this

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

**3. Policy Period.** This policy applies only to occurrences which take place during the policy period.

#### DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

#### CONDITIONS

**1. Maintenance of Primary Insurance.** The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply-

(Continued on Page Two)

COUNTERSIGNATURE DATE <b>8/12/31</b>	COUNTERSIGNATURE OF AUTHORIZED AGENT
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XLX-148 14 92

ing as excess over various policies of primary insurance) with combined limits of liability for said underlying insurance stated in Item 4 of the declarations, or renewals or replacements thereof not affording coverages other than those at inception of this policy, shall be maintained in full effect during the period of this policy, except for reduction of aggregate limits solely as a result of payment of claims arising out of occurrences during this policy period. Each underlying insurance is not maintained in full effect by the Insured or if there is any change in the scope of coverage under any underlying insurance, the insurance afforded by this policy shall apply in the same manner as though such underlying policies had been so maintained and unchanged.

The insurance afforded by this policy is subject to the same warranties, terms (including the terms used to describe the application of the limits of liability), conditions and exclusions as are contained in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provided in this policy, any such warranties, terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of liability, and any renewal agreement.

2. Notice of Occurrence. The Insured shall immediately advise the Company of any occurrence or disaster which will probably result in liability under this policy. The Company shall not, however, be called upon to assume charge of the settlement or defense of any claims made, or suits brought, or proceedings instituted against the Insured, but shall have the right and opportunity to be associated with the Insured in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of the policy. If the Company avails itself of such right and opportunity, the Insured and the Company shall cooperate in all respects so as to effect a final determination of the claim or claims.

3. Payment of Loss. It is a condition of this policy that the insurance afforded under this policy shall apply only after all underlying insurance has been exhausted. Upon final determination by settlement, award or verdict of the liability of the Insured, the Company shall promptly pay the Insured as the Insured shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by the Company within 30 days after they are respectively claimed and proof of loss filed with the Company in conformity with this policy. Bankruptcy or insolvency of Insured shall not relieve the Company of any of its obligations under.

4. Payment of Expenses. Loss expenses and legal expenses, including court costs and interest, if any, which may be incurred by the

Insured with the consent of the Company in the adjustment or defense of claims, suits or proceedings shall be borne by the Company and the Insured in the proportion that each party's share of loss bears to the total amount of said loss. Loss expense hereunder shall not include salaries and expense of the Insured's employees incurred in investigation, adjustment and litigation.

5. Appeal. In the event the Insured or any underlying insurer elects not to appeal a judgment in excess of the amount of the underlying insurance, the Company may elect to appeal at its expense and shall be liable for the expenses incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.

6. Subrogation. In the event of any payment of this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

Any amount recovered as subrogation shall be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

7. Premium. The premium for this policy shall be computed upon the basis stated in the Declarations. The advance premium stated in the Declarations, unless otherwise specified is an estimated premium only. Upon termination of this policy the earned premium shall be computed and if the earned premium is more than the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion, subject to the annual minimum premium stated in the Declarations for each twelve months of the policy period, and subject further to the policy minimum premium as stated in the Declarations.

8. Cancellation. This policy may be cancelled by either party upon 30 days' notice in writing to the other stating the date cancellation shall be effective. If cancellation is at the request of the Insured adjustment of premium shall be at short rate, and if cancelled by the Company, adjustment shall be made pro rata. However, in the event of cancellation or termination of the underlying insurance, this policy shall cease to apply at the same time without notice to the Insured. Notice shall be given by the Company to the Insured at the address shown in the declarations. Payment or tender of unearned premium is not a condition of cancellation.

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, operated by or on behalf of, an insured or (2) has been dispersed or dispersed therefrom;

(b) nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

III. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means and fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating

1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 26

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

Jim Benedict

Myron B. Bain  
PRESIDENT

FINAL PAGE

3328971012

## Schedule of Underlying Insurance

#1

INSURED <b>W. R. Grace &amp; Co.</b>	POLICY NUMBER <b>3-80 XIX 148 14 92</b>
PRODUCER	EFFECTIVE DATE <b>6/30/01</b>

LayerParticipation

<b>A) \$5,000,000 XS Primary</b>	
London	<b>\$4,000,000</b>
Northbrook	<b>1,000,000</b>
<b>B) \$15,000,000 XS \$5,000,000</b>	
London	<b>7,500,000</b>
Northbrook	<b>3,750,000</b>
Granite State	<b>3,750,000</b>
<b>C) \$30,000,000 XS \$20,000,000</b>	
London	<b>15,000,000</b>
AIG Ins. Co.	<b>3,000,000</b>
Transit	<b>2,000,000</b>
Hartford	<b>2,000,000</b>
Granite State	<b>7,000,000</b>
Geiling Konzern	<b>1,000,000</b>
<b>D) \$25,000,000 XS \$50,000,000</b>	
London	<b>4,000,000</b>
Integrity	<b>2,000,000</b>
Northbrook	<b>7,000,000</b>
National Union	<b>1,000,000</b>
Transit	<b>5,000,000</b>
Granite State	<b>4,000,000</b>
AIG	<b>2,000,000</b>

ONE OF THE  
FIREMAN'S FUND INSURANCE COMPANIES  
AS NAMED IN THE POLICY

*Myron Au Bain*  
PRESIDENT 10-X

COUNTERSIGNATURE OF AUTHORIZED AGENT

3328971011

INSURED	POLICY NUMBER
W. R. Grace & Co.	3-89 XLX 148 14 92
PRODUCER	EFFECTIVE DATE
	6/30/81

LayerParticipation

## E) \$25,000,000 XS 75,000,000

City Insurance	\$5,500,000
Granite State	8,500,000
Reunion Adriatica	1,000,000
National Union	6,000,000
Transit	3,000,000
Hartford	1,000,000

## F) \$50,000,000 XS \$100,000

National Union	10,000,000
Hartford	2,000,000
Federal	5,000,000
City Insurance	5,000,000
ABC Insurance	1,500,000
Allianz	1,000,000
Swiss Re	2,000,000
Zurich	1,500,000
Associated International	5,000,000
Berard's Fire & Marine	1,500,000
Fireman's Fund	4,000,000
Centennial Insurance Co.	4,000,000
Midland	3,000,000
Birmingham Fire	2,000,000
London	2,500,000

ONE OF THE  
FIREMAN'S FUND INSURANCE COMPANIES  
AS NAMED IN THE POLICY

*Myron Du Bain*  
PRESIDENT 10-X

COUNTERSIGNATURE OF AUTHORIZED AGENT

3328971013

Architects, Engineers or Surveyors-Professional Liability Exclusion

\$2

It is agreed that this policy shall not apply to any liability arising out of any professional services performed by or for the Insured, including, but not limited to

- (A) the preparation or approval of maps, plans, opinions, reports, surveys designs or specifications and
- (B) supervisory, inspection or engineering services.

POLICY NUMBER <b>3-80</b> <b>XLX 143 14 92</b>	INSURED <b>W. R. Grace &amp; Co.</b>	EFFECTIVE <b>6/30/81</b>
ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY  <i>Myron R. Bain</i> PRESIDENT	PRODUCER	COUNTERSIGNATURE OF AUTHORIZED AGENT

180009-6-65 SETS

3328971014

Cancellation Amendment Endorsement

(Excess Umbrella)

#3

It is hereby understood and agreed that the first (1st) sentence of Condition 8, CANCELLATION, is voided and replaced by the following:

"This policy may be cancelled by either party upon forty five (45) days' thirty (30) days notice with respect to cancellation for non-payment of premium, in writing to the other stating the date cancellation shall be effective."

\*All other terms and conditions of this policy remain unchanged

POLICY NUMBER <b>3-80</b> <b>XLX 148 14 92</b>	INSURED <b>W. R. Grace &amp; Co.</b>	EFFECTIVE <b>6/30/81</b>
ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY  <i>Myron Du Baur</i> PRESIDENT	PRODUCER	
	COUNTERSIGNATURE OF AUTHORIZED AGENT	

180009-6-65 SETS



PRODUCER'S CODE <b>31 559 920</b>		NAME AND LOCATION <b>Marsh &amp; McLennan</b>		PREVIOUS POLICY NUMBER <b>NEW</b>		POLICY PREFIX AND NUMBER <b>XLX-148 14 92</b>																									
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ITEM 7. SCHEDULE OF UNDERLYING INSURANCE:  <b>See end't #1</b>																															

### FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

#### INSURING AGREEMENTS

- Coverage.** To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.
- Limit of Liability.** The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereon on account of occurrences during this policy period; this

(Continued on Page Two)

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

- Policy Period.** This policy applies only to occurrences which take place during the policy period.

#### DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

#### CONDITIONS

- Maintenance of Primary Insurance.** The Insured warrants; and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply-

COUNTERSIGNATURE DATE <b>8/12/81</b> <b>rt</b>	COUNTERSIGNATURE OF AUTHORIZED AGENT
---	--------------------------------------

## Schedule of Underlying Insurance

#1

INSURED <b>W. R. Grace &amp; Co.</b>	POLICY NUMBER <b>3-83 XLX 148 14 92</b>
PRODUCER	EFFECTIVE DATE <b>6/30/81</b>

LayerParticipation

## A) \$5,000,000 XS Primary

London

\$4,000,000

Northbrook

1,000,000

## B) \$15,000,000 XS \$5,000,000

London

7,500,000

Northbrook

3,750,000

Granite State

3,750,000

## C) \$30,000,000 XS \$20,000,000

London

15,000,000

AIU Ins. Co.

3,000,000

Transit

2,000,000

Hartford

2,000,000

Granite State

7,000,000

Geeling Konzern

1,000,000

## D) \$25,000,000 XS \$50,000,000

London

4,000,000

Integrity

2,000,000

Northbrook

7,000,000

National Union

1,000,000

Transit

5,000,000

Granite State

4,000,000

AIU

2,000,000

ONE OF THE  
FIREMAN'S FUND INSURANCE COMPANIES  
AS NAMED IN THE POLICY

*Myron R. Bain*  
PRESIDENT

COUNTERSIGNATURE OF AUTHORIZED AGENT

10-X

INSURED	POLICY NUMBER
<b>W. R. Grace &amp; Co.</b>	<b>3-20 XLX 143 14 92</b>
PRODUCER	EFFECTIVE DATE
	<b>6/30/81</b>

LayerParticipation**E) \$25,000,000 XS 75,000,000**

City Insurance	\$5,500,000
Granite State	3,500,000
Reunion Adriatica	1,000,000
National Union	6,000,000
Transit	3,000,000
Hartford	1,000,000

**F) \$50,000,000 XS \$100,000**

National Union	10,000,000
Hartford	2,000,000
Federal	5,000,000
City Insurance	5,000,000
AIU Insurance	1,500,000
Allianz	1,000,000
Seine Re	2,000,000
Zurich	1,500,000
Associated International	5,000,000
Bermuda Fire & Marine	1,500,000
Fireman's Fund	4,000,000
Centennial Insurance Co.	4,000,000
Midland	3,000,000
Birmingham Fire	2,000,000
London	2,500,000

ONE OF THE  
FIREMAN'S FUND INSURANCE COMPANIES  
AS NAMED IN THE POLICY

*Myron Au Bain*  
PRESIDENT 10-X

COUNTERSIGNATURE OF AUTHORIZED AGENT

**Architects, Engineers or Surveyors-Professional Liability Exclusion**

#2

It is agreed that this policy shall not apply to any liability arising out of any professional services performed by or for the Insured, including, but not limited to

- (A) the preparation or approval of maps, plans, opinions, reports, surveys designs or specifications and
- (B) supervisory, inspection or engineering services.

POLICY NUMBER <b>3-80</b> <b>XLX 142 14 92</b>	INSURED <b>W. R. Grace &amp; Co.</b>	EFFECTIVE <b>6/30/81</b>
ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY  <i>Myron Du Bain</i> PRESIDENT	PRODUCER	
	COUNTERSIGNATURE OF AUTHORIZED AGENT	

180009-6-65 SETS

Cancellation Amendment Endorsement

(Excess Umbrella)

#3

It is hereby understood and agreed that the first (1st) sentence of Condition 3, CANCELLATION, is voided and replaced by the following:

"This policy may be cancelled by either party upon forty five (45) days' thirty (30) days notice with respect to cancellation for non-payment of premium, in writing to the other stating the date cancellation shall be effective."

All other terms and conditions of this policy remain unchanged

POLICY NUMBER <b>3-80</b> <b>XLX 148 14 92</b>	INSURED <b>W. R. Grace &amp; Co.</b>	EFFECTIVE <b>6/30/81</b>
ONE OF THE <b>FIREMAN'S FUND INSURANCE COMPANIES</b> AS NAMED IN THE POLICY  <i>Myron R. Bain</i> PRESIDENT	PRODUCER	COUNTERSIGNATURE OF AUTHORIZED AGENT

180009-6-65 SETS

## FACULTATIVE CEDED REINSURANCE

REINSURER		LIABILITY (PERCENT OR DOLLARS)	PREMIUM TO REINSURER		REINS. COMM.
H.B.G. HANOVER RE GERMANY C/O FSRM INC. <input type="checkbox"/> SAN FRANCISCO <input checked="" type="checkbox"/> NEW YORK <i>110 William St.</i> <input type="checkbox"/> CHICAGO REINSURANCE CERT. NO. <span style="background-color: black; color: black;">XXXXXXXXXX</span> PAY PREMIUM TO REINS. COMPANY		99-002-335 *  <i>2,000,000</i>	B.I.  <i>650</i>  <i>1000</i>	P.D.  <i>350</i>	<i>20%</i>  (INCLUDING TAX & BOARD)
REINSURER  MAILING ADDRESS  REINSURANCE CERT. NO. PAY PREMIUM TO: REINS. COMPANY    REINS. BROKER    PRODUCER <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			B.I.	P.D.	(INCLUDING TAX & BOARD)
REINSURER  MAILING ADDRESS  REINSURANCE CERT. NO. PAY PREMIUM TO: REINS. COMPANY    REINS. BROKER    PRODUCER <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			B.I.	P.D.	(INCLUDING TAX & BOARD)

### TO: CLAIMS (FOR CLAIMS DEPARTMENT USE ONLY)

- IF LIABILITY CEDED BLOCK ABOVE (NOTE\*) INDICATES "FIRST LOSS—100% OF..." THE FACULTATIVE REINSURER HAS ASSUMED 100% OF LIMIT AND COVERAGES INDICATED. IF APPLICABLE, ALLOCATE THIS PORTION OF TOTAL POLICY LOSS. FIRST, THEN PROCEED AS INDICATED BELOW.
- DISTRIBUTE THAT PART OF THE TOTAL POLICY LOSS (RESERVE OR PAYMENTS) ALLOCATED TO THE E & SR TREATY AS FOLLOWS:

E & SR TREATY'S (NOT E & SR SURPLUS TREATY) SHARE OF LOSS AS SHOWN UNDER CEDED REINSURANCE IN THE SPACE TITLED "E & SR TREATY LIMIT" ON REVERSE SIDE.	LOSS ALLOCATION	
	FIREMAN'S FUND'S SHARE (NET TO F.F.)	REINSURANCE SHARE
FIRST \$1,000,000 OF LOSS TO E & SR TREATY:	50% OF LOSS	50% OF LOSS
NEXT \$2,000,000 OF LOSS TO E & SR TREATY:	25% OF LOSS	75% OF LOSS
NEXT \$2,000,000 OF LOSS TO E & SR TREATY:	25% OF LOSS	75% OF LOSS
NEXT \$3,000,000 OF LOSS TO E & SR TREATY:	10% OF LOSS	90% OF LOSS

- ALLOCATE REMAINING PORTION OF TOTAL LOSS (IF ANY) AS PER THE PERCENTAGE (OR DOLLARS) SHOWN UNDER CEDED REINSURANCE IN THE SPACE TITLED "E & SR SURPLUS TREATY LIMIT" ON THE REVERSE SIDE AND FACULTATIVE REINSURANCE (IF SHOWN ABOVE)

ENTRY DEPARTMENT—REFER TO REVERSE SIDE FOR CODING INSTRUCTIONS.

## ENTRY INSTRUCTIONS—E &amp; SR—CASUALTY

## CEDED REINSURANCE

ENTRY TRANSACTION NUMBER <b>#1</b>		ALLOCATION OF LIMITS (IN DOLLARS AND PERCENTAGE)		TOTAL POLICY LIMIT		E & SR TREATY LIMIT		E & SR SURPLUS TREATY LIMIT	
ORIGINAL	END NO.	REVISION EFF. DATE	POLICY NUMBER <b>X LX 148 14 92</b>		<b>7,000,000</b>	<b>2,000,000</b>	<b>3,000,000</b>		
BRANCH <b>3-80 N.Y.N.</b>		INSURED <b>W.L.R. Grace</b>		GROSS <input checked="" type="checkbox"/> ADDITIONAL <input type="checkbox"/> RETURN PREMIUM DUE		PREMIUM ALLOCATION E & SR TREATY 99-002-613 CODE <b>52.06</b> % OF <b>29</b> % OF GROSS PREMIUM TO TREATY FF COMM 33.62%		E & SR SURPLUS TREATY 99-002-624 CODE <b>100</b> % OF <b>442</b> % OF GROSS PREMIUM TO TREATY FF COMM 27.5%	
U/P #	CLASS	MINOR CLASS		PRODUCER'S COMM <b>7.5</b> %					
701	11111	01 MECHANICAL RIDE 00 OTHER		CLASS 01362	00 OTHER M&C	BI 53-03	PD 54-03	BI 53-03	PD 54-03
MISC.	0798	01 RAIN 02 PROD WDRAWB 05 TVB 08 TWIN		03 CONTGCTY 04 NON APP 00 OTHER		XXX	22-35	XXX	22-35
702	48303	03 RADIO 04 TELEVISION		CLASS 73110	01 ADVERTISERS 02 ADV AGENCY	BI 53-08	XXX	BI 53-08	XXX
E & O	73920	05 CR BUR 06 EDP 09 MAG-O		10 PAPER 3 12 P. FIN 17 SEC	18 CATV 00 OTHERS	BI 53-08	XXX	BI 53-08	XXX
	97774	01 CPA 02 LAWYERS		04 ARCHS. ENG 00 OTHERS	COVER 1 2 3	BI 53-08	XXX	BI 53-08	XXX
	80888	01 PHY-SURG-DENT 03 ALL OTHER MEDICAL PROF		02 HOSPITAL	COVER 1 2 3 4 5 6 7	BI 53-76	XXX	BI 53-76	XXX
APPLICABLE TO 701-702		POLICY LIMITS				E & SR TREATY LIMITS			
		1	2	3	4	5	6	1	2
ORDINARY EXCESS	7030	04 TRUCKMEN 00 OTHER COMMERCIAL				BI 53-94	PD 54-94	BI 53-94	PD 54-94
	5000	01 BUSES 00 OTHER PUBLIC				BI 53-94	PD 54-94	BI 53-94	PD 54-94
	01362	00 ALL OL & T				BI 53-03	PD 54-03	BI 53-03	PD 54-03
	97778	00 ALL M & C				BI 53-02 <b>2275</b>	PD 54-02 <b>1225</b>	BI 53-02 <b>343</b>	PD 54-02 <b>185</b>
	97777	00 ALL PRODUCTS				BI 53-04	PD 54-04	BI 53-04 <b>528</b>	PD 54-04 <b>1471</b>
	97774	01 CPA 02 LAWYERS		04 ARCHS. ENG 00 OTHERS	COVER 1 2 3	BI 53-08	XXX	BI 53-08	XXX
	80888	01 PHY-SURG-DENT 03 ALL OTHER MEDICAL PROF.		02 HOSPITAL	COVER 1 2 3 4 5 6 7	BI 53-76	XXX	BI 53-76	XXX
	0388	WORKERS COMPENSATION		UNDERLYING SUM CODE		51-10	XXX	51-10	XXX
	EXCESS POLICY LIMITS		PRIMARY BI LIMITS		PRIMARY PD LIMITS		E & SR TREATY LIMITS		
	1	2	3	4	5	6	7	8	9
SUPEROVER	7030	04 TRUCKMEN 00 OTHER COMMERCIAL				BI 53-94	PD 54-94	BI 53-94	PD 54-94
	5000	01 BUSES 00 OTHER PUBLIC				BI 53-93	PD 54-94	BI 53-94	PD 54-94
	01362	00 ALL OL & T 05 CONDOS				BI 53-03	PD 54-03	BI 53-03	PD 54-03
	97776	01 CONTRACTORS 00 ALL OTHER M&C				BI 53-02	PD 54-02	BI 53-02	PD 54-02
	97777	00 ALL PRODUCTS				BI 53-04	PD 54-04	BI 53-04	PD 54-04
	97774	01 CPA 02 LAWYERS		04 ARCHS. 05 CONDOS D & O	COVER 1 2 3	BI 53-08	XXX	BI 53-08	XXX
	80888	01 PAY-SURG-DENT 03 ALL OTHER MEDICAL PROF.		02 HOSPITAL	COVER 1 2 3 4 5 6 7	BI 53-76	XXX	BI 53-76	XXX
EXCESS POLICY LIMITS		PRIMARY BI LIMITS		PRIMARY PD LIMITS		HI-LO RISK IDENTITY		E & SR TREATY LIMITS	
1	2	3	4	5	6	7	8	9	
UNDERWRITER <b>L. Anderson</b>		DATE <b>8/7/81</b>		* DOES OUTSIDE REINSURANCE APPLY? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES—SEE REVERSE SIDE					

BRANCH \_\_\_\_\_ INSURED \_\_\_\_\_ POLICY # \_\_\_\_\_ ENDT # \_\_\_\_\_ REINS. CERT. # \_\_\_\_\_

**ENTRY INSTRUCTIONS—CODE ALL ENTRIES TO MANAGEMENT RESPONSIBILITY 92**

NOTE—IF COLUMN (2) IS NOT COMPLETED BY UNDERWRITERS, ENTRY DEPT. IS TO CALCULATE AND CODE THE AMOUNT TO BE CEDED TO TREATY AT THE PERCENTAGE SHOWN UNDER TREATY # IN COL. (2) UNLESS BLOCKED XXX										(1) <input type="checkbox"/> A.P. <input type="checkbox"/> R.P. TO PRODUCER COMMISSION: _____%		(2) TO E & SR TREATY 99-002-986 52.23% OF COLUMN (1) UNLESS XXX OR PREMIUM ALLOCATED BELOW COMM. TO FFA 32.03%		(3) TO FACULTATIVE REINS. PROD. # _____ 100% OF PREM. BELOW COMM TO FFA _____%	
U/P #	CLASS	MINOR CLASS													
701 MISC	11111	01 MECH RIDE 02 SKI RES 03 SPEC EV	04 ANIM RIDE 05 DAY NUR 06 SALON	07 SR HOME 08 SHOOT GAL 09 SKATING	00 OTHER	BI 53-53	PD 54-53	BI 53-53	PD 54-53	BI 53-53	PD 54-53	BI 53-53	PD 54-53		
	01362	01 DET AGENCY 02 TREE SER 00 OTHER M&C				BI 53-53	PD 54-53	BI 53-53	PD 54-53	BI 53-53	PD 54-53	BI 53-53	PD 54-53		
	0798	01 RAIN 05.TVB	02 PROD WDRAW 06	03 CONTGCY 08 TWIN	04 NON APP 00 OTHER	XXX	22-30	XXX	22-30	XXX	22-30	XXX	22-30		
702 E & O	73110	01 ADVERTISERS 02 ADVERTISING AGENCY		COVER 1 2 3	CLMS MADE DATE	BI 53-57	XXX	BI 53-57	XXX	BI 53-57	XXX	BI 53-57	XXX		
	48303	03 RADIO 04 TELEVISION		COVER 1 2 3	CLMS MADE DATE	BI 53-57	XXX	BI 53-57	XXX	BI 53-57	XXX	BI 53-57	XXX		
	73920	05 CR BUR 06 EDP 09 MAG-O	10 PAPER 12 P. FIN 17 SEC	18 CATV 00 OTHERS	COVER 1 2 3	CLMS MADE DATE	BI 53-57	XXX	BI 53-57	XXX	BI 53-57	XXX	XXX		
	MANUAL CLASS:	MEDICAL PROF.		PHY., SUR., DENT.	COVER 1 2 3 4 5 6	CLMS MADE DATE	BI 53-58	XXX	XXX	XXX	BI 53-58	XXX	XXX		
	MANUAL CLASS:	MEDICAL PROF.		OTHER	COVER 1 2 3 4 5 6	CLMS MADE DATE	BI 53-75	XXX	XXX	XXX	BI 53-75	XXX	XXX		
	APPLICABLE TO 701-702	POLICY LIMITS				TREATY LIMITS				XXX	XXX	XXX	XXX		
711 ORDINARY E	7030	04 TRUCKMEN 00 OTHER COMMERCIAL				BI 43-41	PD 44-41	BI 43-41	PD 44-41	BI 43-41	PD 44-41	BI 43-41	PD 44-41		
	5000	01 BUSES 00 OTHER PUBLIC				BI 43-41	PD 44-41	BI 43-41	PD 44-41	BI 43-41	PD 44-41	BI 43-41	PD 44-41		
	01362	00 ALL OL & T				BI 53-53	PD 54-53	BI 53-53	PD 54-53	BI 53-53	PD 54-53	BI 53-53	PD 54-53		
	97778	00 ALL M & C				BI 53-52	PD 54-52	BI 53-52	PD 54-52	BI 53-52	PD 54-52	BI 53-52	PD 54-52		
	97777	00 ALL PRODUCTS				BI 53-55	PD 54-55	BI 53-55	PD 54-55	BI 53-55	PD 54-55	BI 53-55	PD 54-55		
	97774	01 CPA 02 LAWYERS	04 ARCHS. ENG 00 OTHERS	COVER 1 2 3	CLMS MADE DATE	BI 53-57	XXX	BI 53-57	XXX	BI 53-57	XXX	BI 53-57	XXX		
	80888	PHYSICIANS-SURGEONS & DENTISTS			COVER 1 2 3 4 5 6	CLMS MADE DATE	BI 53-58	XXX	BI 53-58	XXX	BI 53-58	XXX	XXX		
	888	OTHER MEDICAL PROFESSIONAL			COVER 1 2 3 4 5 6	CLMS MADE DATE	BI 53-75	XXX	BI 53-75	XXX	BI 53-75	XXX	XXX		
	0388	W. COMP.		SELF INSURED RETENTION 1 2 3 4		51-10	XXX	51-10	XXX	51-10	XXX	51-10	XXX		
	EXCESS POLICY LIMITS		PRIMARY BI LIMITS				PRIMARY PD LIMITS				TREATY LIMITS				
712 SUPEROVER	7030	04 TRUCKMEN 00 OTHER COMMERCIAL				BI 43-41	PD 44-41	BI 43-41	PD 44-41	BI 43-41	PD 44-41	BI 43-41	PD 44-41		
	5000	01 BUSES 00 OTHER PUBLIC				BI 43-41	PD 44-41	BI 43-41	PD 44-41	BI 43-41	PD 44-41	BI 43-41	PD 44-41		
	01362	00 ALL OL & T.				BI 53-53	PD 54-53	BI 53-53	PD 54-53	BI 53-53	PD 54-53	BI 53-53	PD 54-53		
	97778	01 CONTRACTORS 00 ALL OTHER M&C				BI 53-52	PD 54-52	BI 53-52	PD 54-52	BI 53-52	PD 54-52	BI 53-52	PD 54-52		
	97777	00 ALL PRODUCTS				BI 53-55	PD 54-55	BI 53-55	PD 54-55	BI 53-55	PD 54-55	BI 53-55	PD 54-55		
	97774	01 CPA 02 LAWYERS	04 ARCHS. 00 OTHERS	COVER 1 2 3	CLMS MADE DATE	BI 53-57	XXX	BI 53-57	XXX	BI 53-57	XXX	BI 53-57	XXX		
	80888	PHYSICIANS-SURGEONS & DENTISTS			COVER 1 2 3 4 5 6	CLMS MADE DATE	BI 53-58	XXX	BI 53-58	XXX	BI 53-58	XXX	XXX		
	888	OTHER MEDICAL PROFESSIONAL			COVER 1 2 3 4 5 6	CLMS MADE DATE	BI 53-75	XXX	BI 53-75	XXX	BI 53-75	XXX	XXX		
EXCESS POLICY LIMITS		PRIMARY BI LIMITS				PRIMARY PD LIMITS				HI-LO RISK IDENTITY 1-HI 2-LO		TREATY LIMITS			
2 3 4 5 6 7		2 3 4 5 6 7 8 9				0 1 2 3 4 5 6 7 8 9						1 2 3 4			

LIMITS CEDED TO FACULTATIVE CO. \_\_\_\_\_



## EXCESS & SPECIAL RISKS

### INSTRUCTIONS FOR POLICYWRITING & CODING

IG *XLX* 148-14-90  
*XLX* 148-14-91  
 USE NUMBER  
*XLX* 148-14-92

COPIES: ☐ PRE-CARBONIZED FORM ☒ ORIGINAL, PROCESSING CENTER, AGENT, UNDERWRITER, B.O., AUDIT, EXTRA  
☐ SIGN ORIGINAL ☒ ORDER CREDIT REPORT ☒ ORDER + 20% each

☐ SEND ORIGINAL AND AGENTS COPY TO AGENT  
☐ SEND ORIGINAL, AGENTS AND B.O. COPIES TO:

E &amp; SR REPRESENTATIVE

☐ SEND ALL COPIES EXCEPT UNDERWRITING COPY TO:

E &amp; SR REPRESENTATIVE

☐ RETURN      ☐ UNDERWRITING COPY TO E & SR DEPARTMENT  
☐ BRANCH OFFICE COPY TO E & SR DEPARTMENT

☐ RETURN ALL WORK TO:

☐ OTHER:

TURN ALL WORK TO: Jones Byzo - 316  
ER: Please keep all ~~for~~ police  
in one file

380047-7-77



THE EXCESS & SPECIAL  
RISK MARKET, INC.

CERTIFICATE NUMBER  
**ESR101 93 66**

MANAGING UNDERWRITERS FOR:  
☐ NATIONAL SURETY CORPORATION  
☒ HANNOVER REINSURANCE  
☐

HOME OFFICE: 3333 CALIFORNIA ST., SAN FRANCISCO, CA 94118

## CERTIFICATE OF CASUALTY FACULTATIVE REINSURANCE

THE COMPANY INDICATED ABOVE, IN CONSIDERATION OF THE PAYMENT OF PREMIUMS AND THE STATEMENTS CONTAINED IN THE DECLARATIONS, AND SUBJECT TO THE TERMS AND GENERAL CONDITIONS OF THE CERTIFICATE DOES HEREBY REINSURE.

CEDING COMPANY AND ADDRESS

Firemans Fund Insurance Co.  
New York B.O.

**RECEIVED**  
**SEP 25 1981**  
**MONEY**

CEDING COMPANY POLICY NUMBER <b>XLX 148 14 92</b>	POLICY PERIOD FROM <b>6/30/81</b> TO <b>6/30/82</b>
NAME OF INTERMEDIARY	OFFICE

### DECLARATIONS

ORIGINAL INSURED <b>W.R. Grace &amp; Co.</b>	LOCATION COVERED <b>New York, N.Y.</b>
REINSURANCE EFFECTIVE <b>6/30/81</b>	EXPIRATION <b>6/30/82</b>
TERM <b>1 yr.</b>	
ITEM 1. TYPE OF INSURANCE <b>Blanket Excess Liability</b>	
ITEM 2. CEDING COMPANY, POLICY LIMITS AND APPLICATION <b>\$7,000,000 Each Occurrence/Aggregate P/O \$50,000,000 Each Occurrence/Aggregate excess of \$200,000,000 Each Occurrence/Aggregate excess of Primary Policies or S.I.R.</b>	
ITEM 3. CEDING COMPANY RETENTION <b>\$5,000,000 P/O \$7,000,000 P/O \$50,000,000 excess of \$200,000,000 excess of Primary Policies or S.I.R.</b>	
ITEM 4. REINSURANCE ACCEPTED <b>\$2,000,000 P/O \$7,000,000 P/O \$50,000,000 excess of \$200,000,000. excess of Primary Policies or S.I.R.</b>	
ITEM 5. TYPE OF REINSURANCE <input type="checkbox"/> EXCESS OF LOSS <input checked="" type="checkbox"/> CONTRIBUTING EXCESS <input type="checkbox"/> NON-CONCURRENT <input type="checkbox"/> PRO RATA	
ITEM 6. CANCELLATION _____ DAYS NOTICE (ORIGINAL PLUS _____): OTHER <b>Original plus 10 days.</b>	

PREMIUM: ☒ NON-ADJUSTABLE    ☐ ADJUSTABLE  
☐ RATE:

CERTIFICATE  
MINIMUM PREMIUM \$ **200.**

PREMIUM DUE	CEDING COMPANY GROSS PREMIUM	REINSURANCE GROSS PREMIUM	REINSURANCE CEDING COMMISSION	Reinsurance Net Premium
AT INCEPTION	\$ <b>3,500.</b>	\$ <b>1,000.</b>	<b>20</b> %	\$ <b>800.</b>
	\$	\$	%	\$
TOTAL INSTALLMENTS	\$ <b>3,500.</b>	\$ <b>1,000.</b>	<b>20</b> %	\$ <b>800.</b>

#### UNDERWRITING INFORMATION

**Holding Company**

**The Excess & Special Risk Market, Inc.**

DATE: **September 16, 1981**

380088-1-80

BY: **Stephen Mooney**  
 AUTHORIZED REPRESENTATIVE



THE EXCESS & SPECIAL  
RISK MARKET, INC.

SURPLUS LINES BROKERS  
MANAGING UNDERWRITERS

3333 CALIFORNIA STREET  
SAN FRANCISCO, CALIFORNIA 94118  
(415) 929-2100

INVOICE NUMBER: **B 0053**

DATE September 16, 19 81

ORIGINATING OFFICE 95

PRODUCER NUMBER F070

PRODUCER

Firemans Fund Insurance Co.  
North Jersey P.S.O.  
P.O. BOX 221  
Parsippany, N.J. 07054

INSURED

W.R. Grace & Co.  
XLX 148 14 92

POLICY NUMBER	EFF. DATE	EXPIR. DATE	DESCRIPTION OF COVERAGE	GROSS PREMIUM	COMMISSION
ES 101 03 66	6/30/81	6/30/82	Blanket Excess Liab.	\$ 1,000.00	20.00 %
CARRIER:				TAXES/FEES	DESCRIPTION
<b>PREMIUMS MUST BE PAID WITHIN THIRTY DAYS</b> NO FLAT CANCELLATIONS ARE ALLOWABLE ON THIS BUSINESS. WE ARE REQUIRED BY THE UNDERWRITERS OF THIS INSURANCE TO HOLD YOU RESPONSIBLE FOR EARNED PREMIUMS IN ALL CASES.			<input checked="" type="checkbox"/> NEW/RENEWAL <input type="checkbox"/> ADDITIONAL PREMIUM	\$	TOTAL TAXES/FEES
				\$	NET TOTAL DUE

PLEASE RETURN REMITTANCE COPY WITH YOUR CHECK TO:

THE EXCESS & SPECIAL RISK MARKET INC.

3333 CALIFORNIA ST.  
SAN FRANCISCO, CALIFORNIA 94118

REMITTANCE COPY

20306--(PSO) 5-78

PVR TERMINAL ENTRY ABSTRACT

Case 01-01139-AMC Doc 21936-19  
BLANKET EXCESS LIABILITY POLICY  
(FOLLOWING FORM)

Filed 06/01/09 Page 21 of 21



01 FIREMAN'S FUND  
INSURANCE COMPANY SAN FRANCISCO, CALIFORNIA  
18 THE AMERICAN  
INSURANCE COMPANY PARSIPPANY, NEW JERSEY  
07 NATIONAL SURETY  
CORPORATION CHICAGO, ILLINOIS  
13 ASSOCIATED INDEMNITY  
CORPORATION SAN FRANCISCO, CALIFORNIA  
15 AMERICAN AUTOMOBILE  
INSURANCE COMPANY CREVE COEUR, MISSOURI

Coverage is provided in the Company designated by number,  
a stock insurance Company (herein called the Company)

DECLARATIONS

1. INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)

POLICY PERIOD:

ITEM 2. INCEPTION (MO. DAY YR.) EXPIRATION (MO. DAY YR.)  
12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

ITEM 3. LIMIT OF LIABILITY:	
\$	EACH OCCURRENCE
\$	AGGREGATE
ITEM 4. UNDERLYING INSURANCE LIMIT OF LIABILITY	
\$	EACH OCCURRENCE
\$	AGGREGATE
ITEM 5. PREMIUM BASIS	ITEM 6. ADVANCE PREMIUM: \$
\$	ANNUAL MINIMUM PREMIUM: \$
THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN \$	
THE POLICY MINIMUM PREMIUM.	
7. SCHEDULE OF UNDERLYING INSURANCE:	

FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

1. Coverage. To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

2. Limit of Liability. The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereon account of occurrences during this policy period, this

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. Policy Period. This policy applies only to occurrences which take place during the policy period.

DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

CONDITIONS

1. Maintenance of Primary Insurance. The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply

(Continued on Page Two)

COUNTERSIGNATURE DATE

COUNTERSIGNATURE OF AUTHORIZED AGENT